

SEP - 6 1979-10 40 AM

LAW OFFICES OF
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September 5, 1979

RECORDATION NO. 10168-F Filed 1425

SEP - 6 1979-10 40 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission,
12th and Constitution Avenue, N.W.,
Washington, D. C. 20423.

Dear Sirs:

Pursuant to the provisions of Section 11303 of the Interstate Commerce Act, as revised and recodified by Public Law 95-473, and the regulations of the Interstate Commerce Commission promulgated thereunder, we are transmitting for filing and recording executed counterparts or originals of the following documents:

1. Second Amendment to Conditional Sale Agreement dated as of August 31, 1979, by and between N. R. Financial Corporation, as Vendee, National Railway Utilization Corporation, as Builder, and The First National Bank of Maryland, as Assignee. This document relates to a Conditional Sale Agreement dated as of February 16, 1979 and an Agreement and Assignment dated as of February 16, 1979 which were filed with the Interstate Commerce Commission on March 2, 1979 and assigned Recordation Numbers 10168 and 10168-A, respectively. The Conditional Sale Agreement previously was amended by an Amendment to Conditional Sale Agreement dated May 28, 1979 and filed with the Interstate Commerce Commission on June 1, 1979 (Recordation No. 10168-D).

2. Second Amendment to Conditional Sale Agreement dated as of August 31, 1979, by and between N. R. Financial Corporation, as Vendee, National Railway Utilization Corporation, as Guarantor, Rail Fleet Corporation, as Builder, and The First National Bank of Maryland, as Assignee. This document relates to a Conditional Sale Agreement dated as of February 16, 1979 and an Agreement and Assignment dated as of February 16, 1979 which were filed with the Interstate Commerce Commission on March 2, 1979 and assigned Recordation Numbers

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RICHARD D. FERBER
JOHN C. COOPER, III
L. P. SCRIGGINS
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JOSEPH G. FINNERTY, JR.
HENRY R. LORD
ALBERT S. BARR, III
E. STEPHEN DERBY
PAUL V. NIEMEYER
DONALD P. McPHERSON, III
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EDWARD S. DIGGES, JR.
JAMES J. WINN, JR.
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STEWART K. DIANA
KATHLEEN S. DOWNS
JOEL JAY FEINBERG
THEODORE E. KING, JR.
LEE A. SELLER

9-249A040

SEP 5 1979

20.00

Washington, D. C.

Contract
Donald Cherry

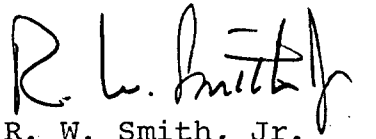
Interstate Commerce Commission,
September 5, 1979,
Page Two.

10168-B and 10168-C, respectively. The Conditional Sale Agreement previously was amended by an Amendment to Conditional Sale Agreement dated May 28, 1979 and filed with the Interstate Commerce Commission on June 1, 1979 (Recordation No. 10168-E).

The foregoing agreements should be filed as a subpart of the original Conditional Sale Agreements and Agreement and Assignments and should be assigned Recordation Numbers 10168-F and 10168-G, respectively. Identification of the parties and their addresses, and a description of the equipment, is contained in the original transmittal letter, a copy of which is attached hereto.

Please accept for recordation two counterparts of each of the aforementioned documents, stamp the remaining counterparts with the appropriate recordation number and return them with your fee receipt and letter confirming receipt to my delivering messenger. The necessary filing and recordation fees for these documents are submitted herewith.

Sincerely,


R. W. Smith, Jr.

RWSJr/fja
Enclosures

9/5/79

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

R.W. Smith Jr.
Piper & Marbury
1100 Charles Center South
South Charles Street 36
Baltimore, Maryland 211201

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/5/79 at 10:40am , and assigned recordation number(s). 10168-G and F

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

10168 - F

AMENDMENT TO
CONDITIONAL SALE AGREEMENT

10168 - F
RECORDATION NO. Filed 1425

SEP - 6 1979 - 10 40 AM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO CONDITIONAL SALE AGREEMENT

(the "Second Amendment") dated as of August 31, 1979 by and between N. R. Financial Corporation (the "Vendee"), National Railway Utilization Corporation (the "Builder") and The First National Bank of Maryland (the "Assignee").

WHEREAS, the Vendee and the Builder entered into a Conditional Sale Agreement dated as of February 16, 1979 (the "Conditional Sale Agreement") providing for the purchase by the Vendee of certain railroad equipment described in Exhibit A attached thereto (the "Equipment"); and

WHEREAS, pursuant to an Agreement and Assignment dated as of February 16, 1979 (the "Agreement and Assignment") the Builder assigned to the Assignee all of its right, title and interest (but none of its obligations) in and under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and the Agreement and Assignment were duly filed and recorded with the Interstate Commerce Commission on March 2, 1979 and assigned Recordation No.'s 10168 and 10168-A, respectively; and

WHEREAS, the Conditional Sale Agreement was amended

by an Amendment to Conditional Sale Agreement dated as of May 28, 1979 and filed with the Interstate Commerce Commission on June 1, 1979 and assigned Recordation No. 10168-D; and

WHEREAS, the Vendee, the Builder and the Assignee wish further to amend certain provisions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

The first paragraph of Article 4 of the Conditional Sale Agreement is hereby amended and modified as of the date first above written by deleting the first paragraph of Article 4 in its entirety and the replacement in lieu thereof of the following:

Article 4. Purchase Price and Payment.

The total base price (the "Total Base Price") and price per unit (excluding all inspection and certification fees) are specified in Exhibit A attached hereto. In consideration of the manufacture and delivery of the Equipment, the Vendee hereby agrees to pay in cash to the Vendor (i) on or before June 1, 1979 interest on the principal sum of \$1,660,500 (hereinafter called the "Conditional Sale Indebtedness") computed as hereinafter provided accrued and owing through and including that date, (ii) on or before August 31, 1979 interest on the Conditional Sale Indebtedness

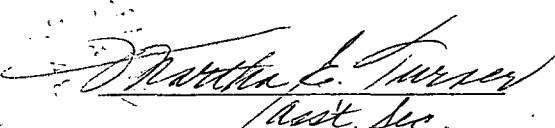
computed as hereinafter provided accrued and owing through and including that date, and (iii) on or before October 31, 1979 the unpaid Conditional Sale Indebtedness plus all accrued and unpaid interest computed as hereinafter provided. Interest (computed on the basis of actual number of days elapsed from the date of this Agreement, divided by a year of 360 days) shall be accrued and paid as above provided at a fluctuating annual rate of interest equal to 2% plus 110% of the prime rate of The First National Bank of Maryland.

In all other respects, the Conditional Sale Agreement and the Agreement and Assignment continue to be in full force and effect without amendment or modification.

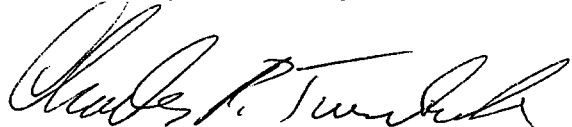
IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed on the date specified in the acknowledgements attached hereto, effective as of the date first above written.

ATTEST:

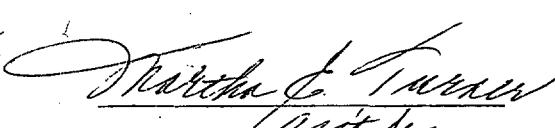
N. R. FINANCIAL CORPORATION


[Corporate Seal]

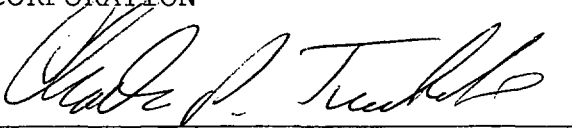
By


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NATIONAL RAILWAY UTILIZATION
CORPORATION


[Corporate Seal]

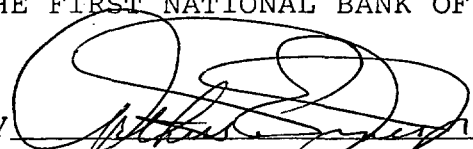
By


V.P.

THE FIRST NATIONAL BANK OF MARYLAND


[Corporate Seal]

By


SENIOR LOAN EXECUTIVE

State of Pa.)
County of Phila.) SS:

I HEREBY CERTIFY, that on this *4th* day of September, 1979, before the subscriber, a Notary Public in and for said City and State personally appeared *Charles P. Turnburke*, who, being by me duly sworn, says that he is ~~a Vice~~ President of N. R. Financial Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *4th* day of September.

Elsie Marlene Williams
Notary Public

[Notarial Seal]

My Commission Expires:

ELSIE MARLENE WILLIAMS
Notary Public, Phila., Phila. Co.
My Commission Expires Oct. 18, 1982

State of Pa)
County of Phila.) SS:

I HEREBY CERTIFY, that on this *4th* day of September, 1979, before the subscriber, a Notary Public in and for said City and State personally appeared *Charles F. Suralburke*, who, being by me duly sworn, says that he is a Vice President of National Railway Utilization Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *4th* day of September, 1979.

Elsie Marlene Williams
Notary Public

[Notarial Seal]

My Commission Expires: **ELSIE MARLENE WILLIAMS**
Notary Public, Phila., Phila. Co.
My Commission Expires Oct. 18, 1982

State of Maryland,
City of Baltimore, SS:

I HEREBY CERTIFY, that on this *5th* day of September, 1979, before the subscriber, a Notary Public in and for said City and State personall appeared Arthur E. Jones, Jr., who, being by me duly sworn, says that he is a Senior Loan Executive of The First National Bank of Maryland, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this *5th* day of September, 1979.

Margaret Schaefer

Notary Public

[Notarial Seal]

My Commission Expires: *7-1-82*